

CDBG
Small Cities Program

Small Cities Bulletin
Bulletin Number: 2008-002

To: Small Cities Grantees and Interested Parties
Date: 3/13/2008
From: Lawrence Lusardi, Executive Director,
Office of Municipal Development
Subject: 1. Senior Center Policy and
2. CFDA # and Title

1. First Purpose of this Bulletin: The first purpose of this Bulletin is to announce the Department's Policy on Senior Centers and to establish the age for senior citizens membership in Senior Centers funded with Small Cities funds. The policy is enclosed with this Bulletin. The issues discussed are 'use restrictions', senior age at 60, long term usage, hours of operation and center director. We also state that any users under 60 years of age must be income qualified and that 51% of these users must be Small Cities income eligible.

2. Second Purpose of this Bulletin: Also, enclosed is a memo to all Municipalities and Independent Auditors Engaged in Municipal Auditing from Michael Lettieri, Community Development Director, regarding correction of identifying CFDA # and Title. Please review this memo in relation to the town's yearly audit of town funds.

Should you have any questions concerning this memo, please contact Bruce Sheridan at 860-270-8114.

DECD Policy on Senior Centers

Policy Statement

It is the Policy of the Connecticut Department of Economic and Community Development (DECD) that a senior center funded through the Small Cities Program is a public facility open to senior citizens, defined as 60 years of age or older, during normal business hours of the town. The town must agree to maintain and properly staff the center during the life expectancy of the building.

Definition of Senior Citizen – For senior centers, DECD defines senior citizen as 60 years of age or over. Senior centers must have a policy that defines its users as meeting this guideline. This is consistent with the DSS Elderly Nutrition Program which serves senior centers under its lunch program.

Long-term usage – HUD defines long-term usage “as life of the building”. DECD has determined that 25 years is sufficient to meet this requirement.

Director – The Town needs to certify that it has or will hire a full-time Director to manage the senior center.

Hours of Operation – HUD specifies that the building must be kept open during normal business hours. We would define that as between the hours of 8:30-4:30 or normal town hall hours. Towns need to certify that they have or will maintain the building (heat, lights, insurance, etc.) during the life of the agreement.


In order to enforce this policy, DECD requires a Use Restriction or mortgage deed be placed on all buildings **improved or constructed in whole or in part** with Small Cities funds. Towns also must certify at time of application that it has or will have a Director and that it agrees to maintain and manage the property consistent with this policy.

Failure to comply with this policy is grounds for not funding the Project or for calling the town in default with DECD policies and procedures including possible repayment of grant.

For those communities that want to have members under 60 years old included in its senior memberships, the following policy applies:

- **At least 51% of all members under 60 must meet the applicable 80% HUD area median income guidelines.**

Joan McDonald
Commissioner
DECD

 Date 3-11-08
Ronald F. Angelo, Jr., Deputy Commissioner
for Joan McDonald, Commissioner

USE RESTRICTION

This USE RESRICTION is made as of this _____ day of _____ 200_ by the (name of city or town), a municipal corporation organized and existing under the laws of the State of Connecticut, ("City/Town") in favor of the STATE OF CONNECTICUT, acting by and through its DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT (the State) and its Commissioner.

WITNESSTH:

WHEREAS, pursuant to a certain Assistance Agreement of even date and herewith between the Town/City and the State, which Assistance Agreement is incorporated herein by reference and is made a part hereof as if it was set forth in full herein (the "Assistant Agreement"), the State has agreed to provide certain financial assistance to the City pursuant to 24 CFR 570 to be used for a project entitled " " Project (the "Project"); and

WHEREAS, the State is willing to provide said financial assistance to the City on the condition that the City agrees that with respect to a certain parcel of land described in the Assistance Agreement as the Project Site and more particularly bounded and described on **Schedule A** attached hereto and made a part hereof (the "Subject Property"), it shall not, without the express prior written consent of the State, use or permit the Subject Property to be used in a manner which is inconsistent with the purposes set forth herein and in the Assistance Agreement:

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the Town/City hereby agrees as follows:

1. **Use Restriction.** (a). Until (i) such time as the Town/City has fulfilled its obligations contained herein and in the Assistance Agreement and in any of Project Documents, including without limitation, obligations to repay all or part of the Funding pursuant to an instance of Default under the Assistance Agreement, or (ii) for the useful life of the building (25 years new construction) following the date of this Use Restriction, **whichever shall be the latter to occur**, unless the Commissioner shall consent in writing to the contrary, (a) the Subject Property shall only be used for a Senior Center in accordance with the terms and conditions of the Assistance Agreement, for individuals aged 60 or older, and (b) no development shall take place on the Subject Property other than the Project more particularly described in the Assistance Agreement.

(b) The Town/City intends, declares, and covenants, on behalf of itself and all future Owners of the Premises during the term of this Declaration, that this Declaration and the covenants and restrictions set forth in this Declaration regulating and restricting the use, occupancy and the transfer of the Premises: (1) shall be and are covenants running with the land, encumbering the Premises for the term of this Declaration, binding the town/city's successors in title and all subsequent owners of the Premises; (2) are not

merely personal covenants of the Town/City; and (3) shall bind the Town/City (and the benefits shall inure to the State and any past, present or prospective tenant of the Premises) and its respective successors and assigns during the term of this Declaration.

(c) Upon execution of this Declaration by the Town/City, the Town/City shall cause this Declaration and all amendments hereto to be filed on the land records of the municipality in which the Premises are located, and shall pay all fees and charges incurred in connection therewith. Upon recording, the Town/City shall immediately transmit to the State a receipt of the same and shall cause the recorded Declaration to be returned by the municipality to the State.

2. **Further Conveyance.** The Town/City agrees that any conveyance, including without limitation, a lease, made by it of the Subject property or any part thereof, shall specifically state that it is subject to the terms of this Use Restriction. Nothing contained in this paragraph shall be so construed as to permit the City/Town to make such a conveyance without obtaining the express consent of the Commissioner.

3. **Project Documents.** The Town/City hereby agrees that this Use Restriction shall constitute one of the Project Documents as such term is defined in the Assistance Agreement. All Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Assistance Agreement.

4. **Default.** Any violation of the covenants of the Town/City set forth in Section 1 or 2 of this Use Restriction shall constitute a default hereunder. The Town/City agrees and acknowledges that the occurrence of a default under this Use Restriction shall constitute an instance of Default under the Assistance Agreement.

5. **Injunctive Relief.** The Town/City acknowledges that any damages which the State may sustain upon a violation of the Use Restriction may be difficult to measure and ascertain and further agrees that any violation of the terms of this Use Restriction shall entitle the State to injunctive relief in addition to any other remedies available to the State (i) at law or in equity or (ii) under the terms of the Assistance Agreement.

6. **Expenses.** The Town/City shall be liable to pay all costs and expenses, including reasonable attorney's fees and expenses, incurred by the State in enforcing or in taking any action necessary to preserve and protect its rights under this Use Restriction.

7. **Governing Law.** It is the intention of the parties and it is expressly understood that this Use Restriction and rights hereto are expressly governed by and are to be enforced in accordance with the laws of the State of Connecticut.

8. **Notices.** All notices, requests or demands to or upon a party to this Use Restriction shall be given or made by the other party hereto in writing and shall be sent certified mail, postage prepaid, return receipt requested, addressed to the addressee at the address set forth below.

If to the State:

Department of Economic and Community Development
505 Hudson Street
Hartford, Ct 06106
Attn: Small Cities Unit

If to the Town/City

Town/City
Address
Town CT

No other method of giving notice, request or demand is hereby precluded provided such shall not be deemed given until such notice is actually received at the address of the addressee.

IN WITNESS WHEREOF, the Town/City has executed this Use Restriction as of the date first above written.

WITNESS

Town/City

By _____

STATE OF CONNECTICUT:

COUNTY OF _____ : ss. Town/ city Date

Personally appeared _____ name _____ title _____ of the City/Town _____, a municipal corporation, Signer and Sealer of the foregoing instrument and acknowledged the same to be his free act and the free act and deed of the Town/City _____, before me

Notary Public
My Commission Expires

ATTACH
SCHEDULE "A"

Legal description of Property



State of Connecticut
Department of Economic and
Community Development

TO: Municipalities and Independent Auditors Engaged in Municipal Auditing

FROM: Michael J. Lettieri, Community Development Director
Compliance, Audit and Financial Review *MJL*

DATE: February 5, 2008

SUBJECT: **DECD's State Administered CDBG Small Cities Program Grants to Municipalities – Correction of Identifying CFDA # and Title**

**Department of Housing and Urban Development
CFDA # 14.228 Community Development Block Grants/State's
Program (State-Administered Small Cities Program)**

We wish to bring to your attention that in some cases, an incorrect Federal HUD CFDA # and Title have been used in audits to identify the DECD's State Administered - Federal CDBG Small Cities Program Grants.

Although the DECD is not requiring that revisions be made to the Schedules of Expenditures of Federal Awards for those audits that have already been issued, we are requiring that 2008 audit reports reference the following CFDA identifying number and title and that the corresponding OMB Circular A-133 Compliance Supplement be used for Small Cities Programs tested as major programs:

CFDA # 14.228
TITLE: Community Development Block Grants/State's Program
(State- Administered Small Cities Program)

If time still permits this change to a 2007 audit report that has not yet been issued, we request that this CFDA number and title be referenced. The OMB's Circular A-133's March 2007 Compliance Supplement for this program is available at the following website under Part 4 – Department of Housing and Urban Development (HUD):
http://www.whitehouse.gov/omb/circulars/a133_compliance/07/07toc.html

If you have any questions regarding this notice, please contact Steve Pons of my staff at (860) 270-8209.

cc: Lawrence M. Lusardi, DECD
Veronica Hunter, DECD